



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
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P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

November 17, 2005

IN REPLY PLEASE  
REFER TO FILE: PD-2

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ATLANTIC BOULEVARD FROM 1ST STREET TO THE POMONA FREEWAY  
EASTBOUND OFF-RAMP  
CITY OF MONTEREY PARK  
REQUEST FOR JURISDICTION AND  
CITY OF MONTEREY PARK-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 1  
4 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the project to landscape, hardscape, and maintain the median on Atlantic Boulevard from 1st Street to the Pomona Freeway eastbound off-ramp is categorically exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the cooperative Agreement with the City of Monterey Park for the project. The Agreement provides for the County to finance and perform all work necessary to construct this project and to maintain, at County expense, the proposed improvements for a five-year period after the County Board of Supervisors' acceptance of the project. Enclosed and made part of this Agreement is the "Agreement for Maintenance of Landscaping Area within State Highway Right of Way" which is a three-party Agreement between the California Department of Transportation, the County, and the City that will allow the County and the City to install and maintain the proposed improvements within State right of way.

3. Adopt the enclosed Resolution declaring Atlantic Boulevard from 1st Street to the Pomona Freeway eastbound off-ramp within the City of Monterey Park to be a part of the County System of Highways for the purpose of constructing the aforementioned improvements and maintaining said improvements for a five-year period.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County and the City of Monterey Park propose to construct landscaping and hardscaping on the median along Atlantic Boulevard from 1st Street to the Pomona Freeway eastbound off-ramp which is entirely within the City. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Jurisdiction is requested in order for the County to administer the subject project and maintain the completed improvements upon completion. Sections 1700-1702 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, declare any highway in the county lying in whole or part within a city to be a county highway. The governing body of the affected city must consent to the establishment of such included portion as part of the county highway system. Thereafter, the board of supervisors of the county may acquire rights of way and construct, maintain, improve, or repair such highway in the same manner as other county highways and may pay for such work with county funds.

The County will maintain the landscaping improvements for a period of five years. When the County's maintenance obligation has ceased, the County shall prepare and present to your Board a Resolution, pursuant to Section 1704 of the Streets and Highways Code, declaring said street to no longer be a County highway.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Community Services. By improving the subject median, residents of the City and the County who travel through this area will benefit as it will beautify the area and enhance the community.

### **FISCAL IMPACT/FINANCING**

The construction cost of the project is currently estimated to be \$355,000 which will be financed by the County. Funding for this project is available from the First Supervisorial District's Road Construction Program included in the Fiscal Year 2005-06 Road Fund Budget. The County will finance the required maintenance for this project for the first five years. Funding for the maintenance will be included in subsequent Road Fund budgets for a five-year period after Board of Supervisors acceptance of the project.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement provides for the County to finance and perform all work necessary to construct this project and to maintain, at County expense, the improvements for a five-year period after your Board's acceptance of the project. The Agreement also provides that at the conclusion of this five-year period, the roadway along the aforementioned limits will be removed from the County System of Highways and relinquished to the City of Monterey Park.

The Resolution has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Section 15301 (c) of the California Environmental Quality Act guidelines and Class 1 (x) 9, 10, and 13 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

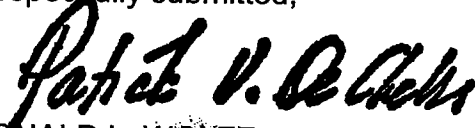
Atlantic Boulevard is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

The Honorable Board of Supervisors  
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**CONCLUSION**

Upon the adoption of the Resolution, please return one certified copy to us for transmittal to the City. Upon the approval of the Agreement, please return the three originals to us for further processing by the State. Upon the State's approval of the "Agreement for Maintenance of Landscape Area within State Highway Right of Way" which is part of this cooperative Agreement, we will transmit a fully executed original for your files.

Respectfully submitted,

  
DONALD L. WOLFE  
Director of Public Works

DO:pr

C060527

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Enc.

cc: Chief Administrative Office  
County Counsel

**RESOLUTION DECLARING THE PORTION OF ATLANTIC BOULEVARD  
FROM 1ST STREET TO THE STATE ROUTE 60 EASTBOUND OFF-RAMP AT  
ATLANTIC BOULEVARD IN THE CITY OF MONTEREY PARK TO BE A PART  
OF THE COUNTY SYSTEM OF HIGHWAYS**

WHEREAS, by reason of its location and travel thereon, Atlantic Boulevard from 1st Street to the State Route 60 eastbound off-ramp at Atlantic Boulevard, which is entirely within the City of Monterey Park, County of Los Angeles, should be declared to be part of the County System of Highways for the purpose of constructing landscaping and hardscape improvements and maintaining said improvements within the median thereon; and

WHEREAS, it is the purpose of the Board of Supervisors of said County to construct the above-stated improvements and maintain these improvements for a period of five years after Board acceptance of the improvements project, provided the consent of the governing body of the City shall first be given.

WHEREAS, it is the intent of the Board of Supervisors that Atlantic Boulevard from 1st Street to the State Route 60 eastbound off-ramp at Atlantic Boulevard will cease to be part of the System of Highways of said County five years from the date of the Board of Supervisors' acceptance of the improvements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that the portion of Atlantic Boulevard from 1st Street to the State Route 60 eastbound off-ramp at Atlantic Boulevard, within the City of Monterey Park's jurisdiction, is hereby declared a part of the System of Highways of said County as provided in Sections 1700 to 1702 inclusive of the Streets and Highways Code of the State of California for the purpose of, and limited to, the aforementioned work.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California:

1. That the County of Los Angeles shall not be responsible for any damage or liability occurring on the aforementioned street within the City of Monterey Park not caused directly by County's actions to construct or maintain said improvements.
2. That the work to be performed by the County shall include maintaining said improvements on Atlantic Boulevard, within the City of Monterey Park for a period of five years from the date of the Board of Supervisors' acceptance of improvements. After said period and when the County's maintenance obligation has ceased, Public Works shall prepare and present to your Board a Resolution pursuant to Section 1704 of the Streets and Highways Code declaring said street to no longer be a County highway.

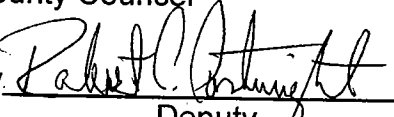
The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy

## AGREEMENT

This agreement, made and entered into by and between the CITY OF MONTEREY PARK, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

## WITNESSETH

WHEREAS, COUNTY proposes to construct landscaping and hardscape improvements to the existing median on Atlantic Boulevard from First Street to the State Route 60 eastbound off-ramp at Atlantic Boulevard, which is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the jurisdictional boundaries of CITY; and

WHEREAS, COUNTY proposes to finance entire CONSTRUCTION COST OF PROJECT as defined herein; and

WHEREAS, COUNTY proposes to maintain PROJECT for five (5) years after BOARD ACCEPTANCE DATE, as defined herein, at COUNTY expense, and CITY shall maintain PROJECT thereafter at CITY expense; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, upon approval of this agreement by CITY, COUNTY will adopt a resolution declaring the portion of Atlantic Boulevard from First Street to the State Route 60 eastbound off-ramp at Atlantic Boulevard, hereinafter referred to as "ROAD," part of the COUNTY'S System of Highways and assume jurisdiction of said portion for the purpose of constructing and maintaining PROJECT, hereinafter referred to as "REQUEST FOR JURISDICTION"; and

WHEREAS, CITY needs to consent with COUNTY'S REQUEST FOR JURISDICTION for COUNTY to perform the work contemplated by this agreement; and

WHEREAS, COUNTY desires to limit its liability in its assumption of jurisdiction over ROAD; and

WHEREAS, this proposed agreement is allowed pursuant to Section 1700 and Section 1701, et seq. of Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. "BOARD ACCEPTANCE DATE," as referred to in this agreement, shall be the date that COUNTY accepts the construction contract as complete and releases contractor.
- b. "CONSTRUCTION COST OF PROJECT," as referred to in this agreement, shall consist of all work necessary to construct PROJECT in accordance with the approved plans and excludes maintenance costs.

(2) CITY AGREES:

- a. To finance, perform, and be responsible for all maintenance for PROJECT beginning five (5) years after BOARD ACCEPTANCE DATE, at which time COUNTY shall have no maintenance obligations for PROJECT whatsoever.
- b. To enter into "AGREEMENT FOR MAINTENANCE OF LANDSCAPE AREA WITHIN STATE HIGHWAY RIGHT OF WAY" with the State Department of Transportation "CALTRANS" and COUNTY and uphold all maintenance obligations within said agreement. Said agreement is attached hereto and made a part of this agreement.
- c. To indemnify, defend, and hold harmless COUNTY from and against any and all claims of damage for loss or injury arising under, or in connection with this agreement not caused directly by COUNTY'S action to construct or maintain PROJECT.
- d. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.

(3) COUNTY AGREES:

- a. To assume jurisdiction, through a separate Board action, of ROAD for the construction and maintenance of PROJECT. COUNTY jurisdiction shall cease five (5) years after BOARD ACCEPTANCE DATE upon adoption of a resolution relinquishing ROAD back to CITY.
- b. To perform all work necessary for the completion of PROJECT.
- e. To finance entire CONSTRUCTION COST OF PROJECT, currently estimated to be Three Hundred Fifty-five Thousand and 00/100 Dollars (\$355,000.00).



- d. To maintain PROJECT for five (5) years after BOARD ACCEPTANCE DATE at COUNTY expense.
- e. To enter into "AGREEMENT FOR MAINTENANCE OF LANDSCAPE AREA WITHIN STATE HIGHWAY RIGHT OF WAY" with CALTRANS and CITY and to uphold all maintenance obligations within said agreement.
- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This agreement will be effective when CITY consents to COUNTY'S REQUEST FOR JURISDICTION.
- b. COUNTY shall not be responsible for the condition of ROAD not affected by construction or maintenance of PROJECT.
- c. COUNTY'S maintenance obligation of PROJECT shall cease five (5) years after BOARD ACCEPTANCE DATE. After COUNTY'S maintenance obligation ceases, jurisdiction of ROAD will be relinquished back to CITY pursuant to Section 1704 of the Streets and Highways Code.
- d. This agreement may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- e. Any correspondence, communication, or contact concerning this agreement shall be directed to the following:

CITY:

Mr. Ronald J. Merry  
Director of Public Works  
City of Monterey Park  
320 West Newmark Avenue  
Monterey Park, CA 91754

COUNTY:

Mr. Donald L. Wolfe  
Acting Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, duly authorized, by the CITY OF MONTEREY PARK on July 6, 2005, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2005.

COUNTY OF LOS ANGELES

ATTEST:

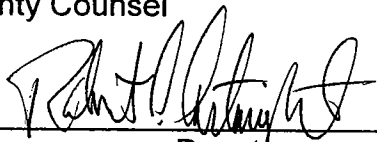
By \_\_\_\_\_  
Chair, Board of Supervisors

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

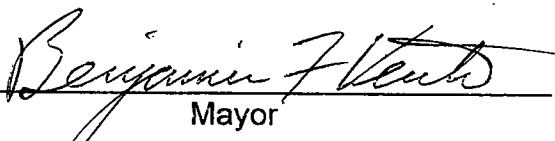
By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:


RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy

CITY OF MONTEREY PARK

By   
Mayor

ATTEST:

By   
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

**DEPARTMENT OF TRANSPORTATION**DISTRICT 7, 120 SOUTH SPRING STREET, ROOM 118  
LOS ANGELES, CA 90012**AGREEMENT FOR MAINTENANCE OF LANDSCAPE  
AREA WITHIN STATE HIGHWAY RIGHT OF WAY***Permit No. 704-NLF-0341**Location: 07-LA-60-R4.43*

This Agreement is made and executed effective this \_\_\_\_ day of \_\_\_\_\_, 2005 by and between the State of California, acting by and through the Department of Transportation, District 7, located at 100 South Main Street, Los Angeles, California 90012, hereinafter referred to as "STATE", and Los Angeles County, Department of Public Works, located at 900 South Fremont Ave. Alhambra, California 91803, hereinafter referred to as "PERMITTEE", and the City of Monterey Park, located at 320 W. Newmark Ave. California 91754-2896, hereinafter referred to as "CITY". STATE, PERMITTEE, and CITY may be collectively referred to as "PARTIES."

**A. RECITALS:**

The PARTIES desire to provide that PERMITTEE may install and maintain for a period of five years after acceptance of the improvements from the contractor, State Highway improvements, which shall include landscape (planting and irrigation) and river rock along the median at Atlantic Blvd. and under Route 60 in City of Monterey Park, referred to herein as "PROJECT", as are shown on the attached Exhibit. PERMITTEE is willing to fund one hundred (100%) of all design, capital outlay, five years of maintenance, and staffing costs. CITY will maintain PROJECT after the five year period.

**B. AGREEMENT:**

In consideration of the mutual covenants and promises herein contained, PERMITTEE agrees as follows:

1. PERMITTEE will submit plans, prepared and signed by a licensed Landscape Architect to the Office of Permits for review and approval and will obtain all necessary encroachment permits prior to the start of any work within STATE'S right of way.
2. After installation of PROJECT and to the satisfaction of STATE, PERMITTEE, for the first five years, and CITY thereafter, shall apply for an annual maintenance permit (NLM) in accordance with STATE'S standard permit procedures. PERMITTEE or CITY shall obtain aforesaid encroachment permit through the Caltrans, District 7, Office of Permits at (213) 897-3631.

**DEPARTMENT OF TRANSPORTATION**DISTRICT 7, 120 SOUTH SPRING STREET, ROOM 118  
LOS ANGELES, CA 90012

3. PERMITTEE or CITY may contract with others to install, and thereafter to maintain the PROJECT per Section 6. A separate encroachment permit is required for any sponsored third party and shall be issued at no cost. In addition, a letter is required from PERMITTEE or CITY stating that authorization has been granted to a third party to perform such installation or maintenance work. It is understood that the terms and conditions of this agreement, or any interest herein, or any portion hereof, with exception to Section B.3. shall not be assigned or delegated to third parties.
4. Damage to PROJECT resulting from accident, storm, neglect or other causes beyond the control of the STATE are the responsibility of the PERMITTEE, for the first five years, and CITY thereafter.
5. STATE will maintain in perpetuity, all highway signs, paved drainage structures, and other non-landscape highway appurtenance with exception to those items listed in Section "A", Recitals and as shown on the attached Exhibit.
6. PERMITTEE for the first five years, and CITY thereafter agree to:
  - a) Maintain all water and irrigation systems including utility costs for PROJECT. Irrigation system will be maintained and operated to avoid slope damage, excessive water flooding, or spraying onto the pavement.
  - b) Replace unhealthy or dead plantings as they are observed.
  - c) Keep entire PROJECT free of litter, debris and deleterious material.
  - d) Control rodents and pests.
  - e) Control weed growth before weeds exceed 6 inches in length. Any weed control performed by chemical weed sprays (pesticides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
  - f) All planting shall be maintained in such condition that they do not interfere with the free flow of traffic, including maintenance of adequate sight distances and visibility of signs, signals, and pedestrians.
  - g) Prune shrubs and tree plantings necessary to control extraneous growth. Trees shall be pruned using the highest professionally accepted standards in a manner that will encourage good development while preserving their health, structure, and natural appearance.
  - h) Adequately water and fertilize all plantings to maintain a healthy growth.
7. It is understood that for any reason PERMITTEE, for the first five years, and CITY thereafter does not renew its maintenance permit required herein, or if the planting is not maintained to the minimum standards specified herein, STATE shall provide, PERMITTEE or CITY, as appropriate, with written notice of PERMITTEE'S or CITY'S failure to renew its annual permit and /or Caltran's decision that subject PROJECT is not being maintained at a reasonable level. PERMITTEE or CITY, as appropriate, shall

**DEPARTMENT OF TRANSPORTATION**DISTRICT 7, 120 SOUTH SPRING STREET, ROOM 118  
LOS ANGELES, CA 90012

respond within thirty (30) days of receipt of said notice. Said response shall describe the action to be taken by PERMITTEE or CITY, as appropriate, to bring the affected areas back into compliance. In the event PERMITTEE or CITY does not provide such response and take any action, this AGREEMENT will be terminated and PERMITTEE or CITY, as appropriate, will reimburse STATE, on presentation of a bill, for all costs incurred by STATE forces or a STATE contractor to maintain or remove PROJECT and to pave over or otherwise restore the area to a condition satisfactory with STATE.

8. All work performed for or by PERMITTEE or CITY within the PROJECT will be done at no cost to the STATE.
9. Various future STATE projects may be implemented which will require removal and/or modification to all or a portion of PROJECT. Any replacement landscaping including irrigation facilities will be STATE'S responsibility. Upon completion of work, which affects the limits of maintenance, a revised Exhibit will be prepared and delivered to CITY for review. The revised Exhibit will supersede the original limits shown on the original permit plans.
10. Changes to PROJECT affecting public safety or public convenience, all design and specification changes, and all major changes including removal, severe pruning (topping), or addition of either planting or irrigation shall be approved by STATE in advance of performing work. Unless otherwise directed by STATE'S representative, changes authorized will require an encroachment permit. Failure to notify STATE of such changes shall result in the immediate removal of PROJECT or portions of PROJECT at PERMITTEE'S or CITY'S expense, as appropriate.

**C. LEGAL RELATIONS AND RESPONSIBILITIES:**

1. Nothing in this provision of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this agreement, or affects the legal liability of either party by imposing any standard of care respecting the design, construction, and maintenance of STATE highway right of way different from the standard of care imposed by law.
2. It is understood and agreed that neither STATE, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by PERMITTEE and CITY under or in connection with any work performed by PERMITTEE and CITY under this agreement. It is further understood and agreed that, pursuant to Government Code Section 895.4, PERMITTEE and CITY shall defend, indemnify and hold harmless the STATE, and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injuries (as defined in Government Code Section 810.8) to or death of any person or damage to property resulting from anything done or omitted to be done by PERMITTEE

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LOS ANGELES, CA 90012

and CITY under or in connection with any work performed by PERMITTEE and CITY under this agreement.

3. PERMITTEE and CITY waives any and all rights to any type of express, implied and comparative indemnity against STATE, its officers and employees arising from any work performed by PERMITTEE or CITY under this agreement.
4. Upon termination of this agreement, ownership and title to all materials, equipment and appurtenances installed inside STATE'S right of way will automatically be vested in STATE. Those materials and equipment installed outside of the STATE'S right of way will automatically and immediately be vested in CITY, and no further agreement will be necessary to transfer ownership.

**D. TERM OF AGREEMENT**

1. This AGREEMENT shall become effective upon execution and shall remain in full force in perpetuity until terminated. Failure to comply with provisions set forth in Section B, Article 7 would be grounds for Notice of Termination by STATE.
2. The parties understand and agree that the obligation and rights of PERMITTEE hereunder shall apply to the County of Los Angeles for five (5) years after the installation of the project and thereafter shall apply to the City of Monterey Park, and County of Los Angeles shall be fully relieved of any and all responsibility thereafter.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in duplicate as of the day and year stated above.

~~PERMITTEE~~ CITY      ~~CITY~~ COUNTY      STATE OF CALIFORNIA

Signature: Ronald J. Merry ~~Monterey Park~~ \_\_\_\_\_

Print Name: RONALD J. MERRY \_\_\_\_\_

Title: Director of Public Works/  
City Engineer \_\_\_\_\_

Phone: 626-307-1320 \_\_\_\_\_

Date: November 15, 2005 \_\_\_\_\_